

## Exhibit A



## CHARMING SHAPES INC. EMPLOYMENT APPLICATION

Division of Choice:  Charming Corporate  Fashion Bug  Lane Bryant  Catherine's  
 Spirit of America  Charming Interactive  White Marsh/Greencastle

PERSONAL INFORMATION						
Name: Last <b>Moody</b>	First <b>Shameika</b>	Middle <b>E</b>	Social Security Number <b>530 41 9719</b>			
Current Street Address <b>2275 Grove Wy</b>			Previous Street Address <b>26100 Grading Rd.</b>			
City <b>Castro Valley</b>	State <b>CA</b>	Zip <b>94541</b>	City <b>Fairfield</b>	State <b>CA</b>	Zip <b>94574</b>	
Telephone (Home) <b>(510) 582-7094</b>	Telephone (alt.) <b>(510) 825-2749</b>	E-mail Address <b>Shameika.Moody@yahoo.com</b>				
Desired Position	Desired Rate of Pay	Date Available to Work				

AVAILABILITY TO WORK						
Please indicate the hours you are available to work during both day and evening. (e.g. 2-4 p.m., 6-10 p.m.) <b>open</b>						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
I am interested in: (check all that apply)						
<input checked="" type="checkbox"/> Full time (30 - 40 hours/week)		<input type="checkbox"/> Part time (1-29 hours/week)		<input type="checkbox"/> Seasonal/contingent (Holiday/Summer)		

EMPLOYMENT HISTORY						
List employment starting with your most recent position. Account for unemployment periods greater than 60 days. If you have no prior employment history, include personal references to be contacted.						
Most Recent/Current Employer			Dates		Position/Title	
Address			From	To		
City	State	Phone			Duties Performed	
Supervisor			Hourly Rate/Salary			
Reason for Leaving			Starting	Final		

Employer			Dates		Position/Title	
Address			From	To		
City	State	Phone			Duties Performed	
Supervisor			Hourly Rate/Salary			
Reason for Leaving			Starting	Final		

Employer			Dates		Position/Title	
Address			From	To		
City	State	Phone			Duties Performed	
Supervisor			Hourly Rate/Salary			
Reason for Leaving			Starting	Final		

Employer			Dates		Position/Title	
Address			From	To		
City	State	Phone			Duties Performed	
Supervisor			Hourly Rate/Salary			
Reason for Leaving			Starting	Final		

LANE BRYANT

Form #1041

FASHION BUG

Part #50066

CATHERINES

PLUS SIZES

Part #5012

Lane Bryant 0001

Name	Address of School (include city & state)	Number of years attended	Graduate (Yes/No)	Degree/Major
High School Robertson High Fremont		12	<input checked="" type="checkbox"/>	Gen Edu.
College Chabot College Hayward			<input checked="" type="checkbox"/>	Early Childhood devel.
Other Training/Education Nightingale San Leandro Nursing			<input checked="" type="checkbox"/>	CNA & CHTTA Certified

**REFERRAL INFORMATION**

Referral Source (check all that apply): Walk in      Web site (name)      Employee referral (name) Dan / Kine Massi -  
 Other (explain)

Have you ever worked for Charming Shoppes, Inc. before?      yes      no

If yes, please provide division (Fashion Bug, Catherine's, Lane Bryant, Charming Shoppes, Spirit of America, White Marsh DC, Greencastle DC, Charming Interactive), location, dates and reason for leaving.

Do you have any relatives that work for CSI? If so, list the name & division in which they work.

Are you at least 18 years of age?      yes      no      Are you legally authorized to work in the United States?      yes      no

Have you been convicted of a felony within the past 10 years or of any crime involving theft, fraud, dishonesty or mistrust within the past 5 years?      yes      no

If yes, please explain:

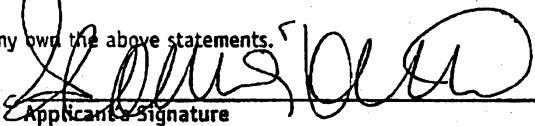
\*The applicant is not required to disclose the existence of any arrest, criminal charge or conviction, the records of which have been erased, expunged, sealed or annulled.

I hereby affirm that the information given by me on this application for employment is complete and accurate. I understand that any falsification or omission either on this application, or otherwise providing false information to the Company will be immediate grounds for dismissal, no matter when the falsification or omission is discovered.

In connection with this application for employment, I authorize you to make a thorough investigation of me, which may include obtaining a consumer, credit or criminal report, investigation of my general character, reputation, personal characteristics, employment, education, and criminal record, whichever may be applicable for employment purposes. I understand this investigation may include personal interviews with third parties such as family members, business associates, friends, neighbors, and others with whom I am acquainted. I further understand I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of the nature and scope of the investigation. I also understand that you may, as permitted by law, require me to undergo drug testing in connection with this application for employment and, if hired, during my employment.

If I am hired, I agree that my employment can be terminated with or without cause, and without notice any time. I understand that no supervisor, manager or other representative of the Company has authority to enter into any expressed or implied contract for employment for any specific period of time. Any agreement contrary to the above must be in writing and must expressly state that it is a contract and be signed by the Vice President of Human Resources. This employment application is valid for only 30 days from the date below.

I have read and affirm as my own the above statements.

  
Applicant's Signature

10/05/06  
Date

**EQUAL OPPORTUNITY EMPLOYER**

As an equal opportunity employer, CSI does not discriminate in hiring or terms and conditions of employment because of an individual's race, creed, color, sex, age, religion, disability or national origin.  
  
**HUMAN  
RESOURCES**

LANE BRYANT

FASHION BUG

CATHERINES

# Disclosure

Applicant/Associate: please complete the information requested below so that a background investigation for employment (or continued employment) may be completed.  
DETAILS OF THE INVESTIGATION WILL REMAIN CONFIDENTIAL.

Please Print

Name: Shameika E. Moody Store #                    Clock # (associates only)                     
 Social Security Number 551-41-19719 Date of birth 03/07/76  
 Current Address 2275 Grove Wy #370 Apartment # 36  
 City, State, Zip Code Castro Valley Ca - 94546  
 How long have you lived at this address? 4 yrs  
 Previous Address 26100 Banning rd Apartment # 803  
 City, State, Zip Code Hayward Ca - 94544  
 Current Driver's License Number B4982384 State of Issuance CADC

Consent to Release Confidential Information

For the purpose of enabling Charming Shoppes, Inc. and/or its subsidiaries or representatives to conduct a background investigation to qualify me for future or continued employment, I hereby authorize Charming Shoppes, Inc. to:

1. Develop information regarding my work habits, skills, and general character from employers, listed or developed references or other consumer reporting agencies, institutions, including state workers compensation history.
2. Obtain information from public record indices and/or law enforcement agencies and military authorities concerning my conduct, including traffic violations.
3. Obtain information from educational institutions concerning my educational record, conduct, skills and habits of character.
4. Obtain information concerning my retail credit history from a consumer and/or credit reporting agencies and financial institutions.

I understand that my employment and/or retention may be determined in whole or in part from a report received from one of these aforementioned agencies. I also authorize an inquiry through any and all resources concerning my employment history and qualifications. This disclosure includes any reported incidents or employment dishonesty, retail theft, or any other employment-related acts of dishonesty, which may be provided via a consumer reporting agency. I understand that my employment and/or retention may be determined in whole or in part from a report received from any one of the aforementioned agencies.

Signature of Applicant/Associate

Date 10/05/04

LANE  
BRYANT  
lanebryant.com  
A Division of Charming Shoppes, Inc.

Lane Bryant 0021

710  
11/06/06  
CHARMING SHOPPES, INC.  
AIRIUM PAYROLL SYSTEM  
TIME PUNCHES REPORT  
PAYROLL DATE 11/04/06

PAGE 15012  
02:58:16

STORE NUMBER: 06127 CLOCK #: 96289

NAME: SHAMEIKA MOODY TYPE: F DEPT: 08

STATUS	TYPE	DATE	CLOCK	PAYROLL	HOURS	MGR
C	G	10/31/06	08:00	20:45		04
C	L	10/31/06	10:00	10:00	0.00	04
A	G	11/01/06	08:00	08:00		08
A	L	11/01/06	13:00	13:00	5.00	08
A	G	11/01/06	14:00	14:00		08
A	L	11/01/06	17:00	17:00	3.00	08
A	G	11/02/06	08:00	08:00		08
A	L	11/02/06	13:00	13:00	5.00	08
A	G	11/02/06	14:00	14:00		08
A	L	11/02/06	17:00	17:00	3.00	08
	G	11/03/06	08:03	08:00		
	L	11/03/06	13:25	13:30	5.50	
A	G	11/03/06	14:32	14:30		08
C	D	11/03/06	14:32	14:30		08
	L	11/03/06	17:09	17:15	2.75	
A	G	11/04/06	02:00	02:00		08
A	L	11/04/06	04:00	04:00	2.00	08
	G	11/04/06	08:08	08:15		
	L	11/04/06	16:28	16:30	8.25	

SUNDAY : 00.00 MONDAY : 00.00 TUESDAY : 00.00 WEDNESDAY: 08.00  
THURSDAY: 08.00 FRIDAY : 08.25 SATURDAY : 10.25

SICK DAYS: 0 HOLIDAY: 0 PERSONAL: 0 BIRTHDAY: 0 FUNERAL: 0 JURY: 0



To: All California NEW HIRES  
From: Human Resources  
Date: July 2007  
Re: California Breaks & Meal Periods Policy

This memo is to bring your attention to the Company's policy on breaks & meal periods for California Associates

**Breaks & Meal Periods Policy –California Stores**

Continued, consistent application of our break and meal periods policy is important to provide a positive work environment, to foster productivity and great customer experiences, and to assure legal compliance. Store Associates are to take breaks and meal periods (if applicable), but should check with their Managers first.

Breaks are not less than 10 duty-free minutes (paid) for California Associates. The Company may require Associates to take breaks on Store premises.

Meal periods are not less than 30 duty-free minutes (unpaid) for California Associates. California Associates may take their meal periods on or off store premises, at the Associate's discretion. If the Company interrupts an unpaid meal period and assigns an Associate work during that time, the Associate is to clock back in before resuming work. To ensure accurate record-keeping of time worked, all Store Associates are required to clock-out and to clock-in for meal periods.

Associates need to report back to work on time from their breaks and meal periods.

**Interpreting this Policy for CA Stores:**

- The Company applies this California Breaks & Meal Periods Policy to all Associates who work in California stores, including Store Leadership.
- Breaks:
  - 10 minutes paid for every 4 hours worked. However, if the Associate's total time worked during a workday will be less than 3.5 hours, no break is required. Breaks, if possible, should be scheduled in the middle of an Associate's work period.
  - The Company can require CA Associates to remain in the store for their paid 10-minute breaks. However, the break must be duty-free.
- Meal Periods: Associates may be eligible for no meal period, one meal period, or two meal periods in a workday, depending on the number of hours the Associate will work during that day:
  - Meal Period #1: 30 minutes unpaid must be provided to Associates who work more than 5 hours during a workday, except *that* when the Associate shall work no more than 6 hours during a workday, the meal period may be waived by mutual consent of the Associate & the Company. A waiver form must be completed for waiver of meal periods under these conditions. (See attached waiver form.)
  - Meal Period #2: 30 minutes unpaid must be provided to Associates who work more than 10 hours during a workday, except *that* when an Associate shall work no more than 12 hours during a workday, the meal period may be waived by mutual consent of the Associate & the Company *but only if* the first meal period was not waived. A waiver form must be completed for waiver of a second meal period under these conditions. (Attached).
  - The Company does not require CA Associates to remain in the store for their 30 minute unpaid meal period except CA store Leadership in emergency situations. "Emergency situations" are defined as any unanticipated call offs or changes to the schedule. "Emergency situations" do not include planned PTO, open positions, etc.
  - Unless the Associate is relieved of all duty during a meal period, a meal period shall be considered an "on duty" meal period and recorded as time worked.
- Submission of waiver forms, if any, are purely voluntary.
- 1 hour of additional pay, at the Associate's regular rate, will be due to an Associate for each workday that the Company requires an Associate to miss an otherwise required duty-free rest break or meal period.
- All stores must have at least 1 Leadership Associate in the store during operating hours.
- Any Associate who is not provided with a required rest break or meal period, who is otherwise asked to act or to refrain from acting as required by this Policy, or who is subjected to conduct that violates or appears to violate any aspect of this Policy, should immediately contact their DSM or Human Resources representative to discuss the situation. An investigation will be undertaken and corrective action taken as warranted under the circumstances. Retaliation against any Associate because the Associate has contacted Human Resources or their DSM will not be tolerated, and may result in disciplinary action up to and including termination of employment.

Lane Bryant 0207

**ACTION REQUIRED – ALL CALIFORNIA STORE ASSOCIATES**

#1 To stress the importance of this Policy, all California Store Associates must read through this Policy above and provide their sign off on the Acknowledgement below, acknowledging that they have read the existing Policy and agree to abide by it in the future.

#2 Effective immediately, all California Store Associates are to review their time sheets weekly with the Store Leader on duty and if in agreement of the time recorded, sign and date their timesheet. If the Associate is not in agreement with their time, they must discuss with the Store Leader on duty for resolution.

#3 California Store Associates are to complete and submit waiver form(s) if they wish to waive any meal periods as permitted by this Policy.

**Acknowledgement of CSI's California Breaks & Meal Periods Policy**

All California Store Associates must read through the Policy outlined on pages 1-2 and sign off below, acknowledging their understanding of this policy and agreement to abide by it in the future.

All questions/concerns should be directed as follows:

1. Store Associates contact your SSM
2. SSMs contact your DSM
3. DSMs contact your RSD and/or HR Partner

First Name & Last Name (Print)	Signature	Date

Lane Bryant 0208



**To:** All California Store Associates  
**From:** Human Resources  
**Date:** July 2007  
**Re:** California Breaks & Meal Periods Policy

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This memo is to bring your attention to the Company's policy on breaks & meal periods for California Associates

**Breaks & Meal Periods Policy –California Stores**

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Meal periods are not less than 30 duty-free minutes (unpaid) for California Associates. California Associates may take their meal periods on or off store premises, at the Associate's discretion. If the Company interrupts an unpaid meal period and assigns an Associate work during that time, the Associate is to clock back in before resuming work. To ensure accurate record-keeping of time worked, all Store Associates are required to clock-out and to clock-in for meal periods.

Associates need to report back to work on time from their breaks and meal periods.

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  - 10 minutes paid for every 4 hours worked. However, if the Associate's total time worked during a workday will be less than 3.5 hours, no break is required. Breaks, if possible, should be scheduled in the middle of an Associate's work period.
  - The Company can require CA Associates to remain in the store for their paid 10-minute breaks. However, the break must be duty-free.
- Meal Periods: Associates may be eligible for no meal period, one meal period, or two meal periods in a workday, depending on the number of hours the Associate will work during that day:
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  - Unless the Associate is relieved of all duty during a meal period, a meal period shall be considered an "on duty" meal period and recorded as time worked.
- Submission of waiver forms, if any, are purely voluntary.
- 1 hour of additional pay, at the Associate's regular rate, will be due to an Associate for each workday that the Company requires an Associate to miss an otherwise required duty-free rest break or meal period.
- All stores must have at least 1 Leadership Associate in the store during operating hours.
- Any Associate who is not provided with a required rest break or meal period, who is otherwise asked to act or to refrain from acting as required by this Policy, or who is subjected to conduct that violates or appears to violate any aspect of this Policy, should immediately contact their DSM or Human Resources representative to discuss the situation. An investigation will be undertaken and corrective action taken as warranted under the circumstances. Retaliation against any Associate because the Associate has contacted Human Resources or their DSM will not be tolerated, and may result in disciplinary action up to and including termination of employment.

**Questions? All questions/concerns should be directed as follows:**

- SSMs contact your DSM
- DSMs contact your RSD and/or HR Partner

**ACTION REQUIRED – ALL CALIFORNIA STORE ASSOCIATES**

#1 To stress the importance of this Policy, all California Store Associates must read through this Policy above and provide their sign off on the Acknowledgement of CSV's California Breaks & Meal Periods Policy page, acknowledging that they have read the existing Policy and agree to abide by it in the future.

#2 Effective immediately, all California Store Associates are to review their time sheets weekly with the Store Leader on duty and if in agreement of the time recorded, sign and date their timesheet. If the Associate is not in agreement with their time, they must discuss with the Store Leader on duty for resolution.

#3 California Store Associates are to complete and submit waiver form(s) if they wish to waive any meal periods as permitted by this Policy.

Lane Bryant 0210

Acknowledgement of CSI's California Breaks & Meal Periods Policy  
Case 3:07-cv-06073-MHP Document 58-2 Filed 04/28/2008 Page 10 of 14

All Store Associates must read through the Policy outlined on pages 1-2 and sign off below, acknowledging their understanding of this policy and agreement to abide by it in the future.

All questions/concerns should be directed as follows:

1. Store Associates contact your SSM
  2. SSMs contact your DSM
  3. DSMs contact your RSD and/or HR Partner

Lane Bryant 0211

Placement: Back of Door Leading to Sales Floor

Placement: Back of Door Leading to Sales Floor  
Remove Date: August 13, 2007 and file in the CA Breaks and Meal Period File in the filing drawer  
I-SF/7560314.1



To: All California Store Managers  
From: Human Resources  
Date: July 2007  
Re: California Breaks & Meal Periods Policy – Q&A

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The following Q&A has been created to help answer your operational questions regarding the California Breaks & Meal Policy. If you have additional questions, please contact your DSM or HR Manager.

- Q: Who's responsible for distributing the California Breaks & Meal Policy?**
- A: The brand home offices will distribute one copy for each store. The Store Manager will post the policy near the backroom door to the sales floor and ask all associates to read and sign the policy to acknowledge their understanding of the policy. Once all associates have signed the policy, the policy will be placed in a labeled file folder called CA Breaks & Meal Policy and placed in the store file cabinet.
- Q: If the associate is forced by the Company to miss an otherwise required duty-free rest break or meal period how are they paid?**
- A: Each Monday, the store manager will email their DSM the total number of breaks and meal "exception hours" to be paid for each associate from the previous week by 12pm EST (9am Pacific Time). The DSM will then send one email with all exceptions for their district (full name, store # and number of exception hours due) to their payroll representative at the BSC by 3pm EST (12pm Pacific Time). The additional exception hours will be added to the associate's next paycheck.
- Q: Do "exception" hours count toward over-time or against my weekly allocated store payroll hours?**
- A: Exception hours will not count towards over-time pay, however, exception hours will be counted as part of your weekly payroll hours.
- Q: New Hires – For associates that begin with the company say a month or so from now, should we have them sign off on copies of this policy and keep it in their personnel file?**
- A: Yes, continue to have new associates sign a copy of the policy designated for New Hires and place it in their personnel file.
- Q: Weekly Time Sheets – Can associates sign off on their weekly timesheets in accordance with the pay day (every two weeks) when they receive their check?**
- A: No, the purpose of signing off on their hours on a weekly basis is to try to make sure that associates are paid properly the first time.
- Q: Who can be offered to sign a "Mutual Consent to Regularly Waive Meal Period" form?**
- A: These 2 waivers (#1: 5 to 6 hours worked & #2: 10 to 12 hours worked) should be only be offered to those who work 5+ hours a day and/or 10+ hours a day on a regular basis.
- Q: Does the associate have to sign the waiver each time they forfeit a break?**
- A: No, if the associate has signed the "Mutual Consent to Regularly Waive Meal Period" form, they are not required to complete a new form unless they revoke their decision in writing.
- Q: What type of documentation do we need from an Associate who is wanting to revoke their agreement to regularly waive their meal periods?**
- A: Have the associate write at the bottom of their signed Mutual Consent Forms the following:  
I hereby revoke my agreement with Lane Bryant to waive my meal period. Signature & Date.
- Q: Where should the signed waivers be kept and for how long?**
- A: Signed waivers should be kept in a CA Breaks & Meal file folder in the store's filing drawer. All signed or revoked waivers must remain in the file folder indefinitely.
- Q: When must the California Breaks and Meal Policy be fully implemented?**
- A: You will begin writing schedules in accordance with the policy starting no later than July 28, 2007 and the first posted schedule no later than August 6, 2007.

Lane Bryant 0212



To: California Field Leadership (SSMs, DSMs & RSDs)  
 From: Human Resources  
 Date: July 2007  
 Re: California Breaks & Meal Periods Policy

This memo is to bring your attention to the Company's policy on breaks & meal periods for California Associates.

### **Breaks & Meal Periods Policy –California Stores**

Continued, consistent application of our break and meal periods policy is important to provide a positive work environment, to foster productivity and great customer experiences, and to assure legal compliance. Store Associates are to take breaks and meal periods (if applicable), but should check with their Managers first.

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Meal periods are not less than 30 duty-free minutes (unpaid) for California Associates. California Associates may take their meal periods on or off store premises, at the Associate's discretion. If the Company interrupts an unpaid meal period and assigns an Associate work during that time, the Associate is to clock back in before resuming work. To ensure accurate record-keeping of time worked, all Store Associates are required to clock-out and to clock-in for meal periods.

Associates need to report back to work on time from their breaks and meal periods.

### **Interpreting this Policy for CA Stores:**

- The Company applies this California Breaks & Meal Periods Policy to all Associates who work in California stores, including Store Leadership.
- Breaks:
  - 10 minutes paid for every 4 hours worked. However, if the Associate's total time worked during a workday will be less than 3.5 hours, no break is required. Breaks, if possible, should be scheduled in the middle of an Associate's work period.
  - The Company can require CA Associates to remain in the store for their paid 10-minute breaks. However, the break must be duty-free.
- Meal Periods: Associates may be eligible for no meal period, one meal period, or two meal periods in a workday, depending on the number of hours the Associate will work during that day:
  - Meal Period #1: 30 minutes unpaid must be provided to Associates who work more than 5 hours during a workday, *except that* when the Associate shall work no more than 6 hours during a workday, the meal period may be waived by mutual consent of the Associate & the Company. A waiver form must be completed for waiver of meal periods under these conditions. (See attached waiver form.)
  - Meal Period #2: 30 minutes unpaid must be provided to Associates who work more than 10 hours during a workday, *except that* when an Associate shall work no more than 12 hours during a workday, the meal period may be waived by mutual consent of the Associate & the Company *but only if* the first meal period was not waived. A waiver form must be completed for waiver of a second meal period under these conditions. (Attached).
  - We do not require any CA Associates to remain in the store for their 30 minute unpaid meal period except CA store Leadership in emergency situations. "Emergency situations" are defined as any unanticipated call offs or changes to the schedule. "Emergency situations" do not include planned PTO, open positions, etc.
  - Unless the Associate is relieved of all duty during a meal period, a meal period shall be considered an "on duty" meal period and recorded as time worked.
- Waiver form must be initiated and submitted voluntarily by an Associate. Leadership is not permitted to require or coerce, directly or indirectly, any Associate to submit a waiver form.
- 1 hour of additional pay, at the Associate's regular rate, will be due to an Associate for each workday that the Associate is forced by the Company to miss an otherwise required duty-free rest break or meal period.
- All stores must have at least 1 Leadership Associate in the store during operating hours.
  - At times, this may require CA stores to have 1 Leadership Associate alone in the store while a non-Leadership Associate is on their meal period.
  - In emergency situations (defined above) that require a Leadership Associate to take a meal period in the store, the meal period is to be considered an "on duty" meal period and counted as time worked.

- Store Leadership is responsible for proper scheduling of Associate breaks and meal periods and for providing Associates with required breaks and meal periods.
  - Leadership must record the reason(s) that an Associate was not provided with a required, duty-free meal period on a weekly exception report pertaining to the Associate for that week. (Attached).
  - Leadership who requires an Associate(s) to forego a required duty-free meal period (absent a bona fide emergency) or a required duty-free rest period will be subject to disciplinary action.
- Any Associate who is not provided with a required duty-free rest break or meal period, who is otherwise asked to act or to refrain from acting as required by this Policy, or who is subjected to conduct that violates or appears to violate any aspect of this Policy, should immediately contact their DSM or their Human Resources representative to discuss the situation. An investigation will be undertaken and corrective action taken, as warranted under the circumstances. Retaliation against any Associate because the Associate has contacted Human Resources or their DSM will not be tolerated, and may result in disciplinary action up to and including termination of employment.

**Summary of Tools Provided & Action Required**

1. **Break & Meal Period Tip Sheet** - This tool should be used by Leadership to assist in developing the weekly schedule that will help them stay in compliance with this Policy and CA law.
2. **Mock Scheduling Tool** – This tool shows different scheduling options on how a schedule may be completed and be in compliance with this Policy and CA state law.
3. **Waiver Forms** – These tools must be used in all CA stores **EFFECTIVE IMMEDIATELY** for meal periods that are waivable, under the conditions described above, and for “on duty” meal periods that are agreed to.
4. **Memo/Acknowledgement to all Associates** - The Memo & Acknowledgement Sheet must be posted in all CA stores on the back side of the door leading to the sales floor from Friday, July 27, 2007 to Friday, August 10, 2007. Sign off on the Acknowledgement Sheet by all Associates must be completed by August 10, 2007. Completed Acknowledgement Sheets should be filed in the back office by the SSM.
5. **Weekly Time Sheets** – **EFFECTIVE IMMEDIATELY**, all Associates must sign off on their weekly timesheets to acknowledge they are in agreement of the hours they worked. These time sheets should be filed in the back office by the SSM.
6. **Weekly Exception Reports** – This tool must be used in all CA stores **EFFECTIVE IMMEDIATELY** by Leadership to record reasons why an Associate was not provided with a required duty-free rest break or meal period on any workday during the week (e.g., was required to perform work). A single exception report must be completed for each Associate, addressing all such incidents during the entire workweek; an exception report should not be submitted for each separate workday. The weekly exception report must be attached to the Associate’s corresponding time sheet for the workweek, and submitted to the Payroll department by the payroll deadline.

**Questions? All questions/concerns should be directed as follows:**

- SSMs contact your DSM
- DSMS contact your RSD and/or HR Partner

**Charming Shoppes, Inc.**  
**California: Break & Meal Period Tip Sheet**

Total Hours Worked	No Break	1st - 10 Min Break - Paid	Optional 1st - 30 Min Meal Period - Clocked Out - Unpaid - (May be waived by mutual consent of EE & ER if total hours worked is no more than 6 hours)	1st - 30 Min Meal Period - Clocked Out - Unpaid	2nd - 10 Min Break - Paid	Optional 2nd - 30 Min Meal Period - Clocked Out - Unpaid - (May be waived by mutual consent of EE & ER if total hours worked is no more than 12 hours and if first meal period was not waived)	2nd - 30 Min Meal Period - Clocked Out - Unpaid	3rd - 10 Min Break - Paid
< 3.5	X	X						
3.5		X						
4.0		X						
4.5		X						
5.0		X						
> 5.0		X						
5.5		X						
6.0		X						
> 6.0		X						
6.5		X						
7.0		X						
7.5		X						
8.0		X						
8.5		X						
9.0		X						
9.5		X						
10.0		X						
> 10.0		X						
10.5		X						
11.0		X						
11.5		X						
12.0		X						
> 12.0		X						
12.5		X						

All breaks and meal periods must be taken appropriately throughout the work period.

1 hour pay is due to Associates for days when a break or meal period is not provided.

**Breaks:** CA state law is 10 minutes paid for every 4 hours worked. If an associate works less than 3.5 hours, it is not required that a break be given. Breaks, if possible, should be scheduled in the middle of a work period.

Ex: An associate working 8 hours should have their 1st break as soon after the 2nd hour worked as possible and their 2nd break as soon after the 6th hour as possible.

**Meal Periods:** CA state law is as follows -

**1st meal period** of not less than 30 minutes must be provided to associates who work more than 5 hours, except that when a work period of not more than 6 hours will complete the day's work, the meal period may be waived by mutual consent of the associate & employer. A waiver form must be completed for waived meal periods.

**2nd meal period** of not less than 30 minutes must be provided to associates who work more than 10 hours, except that if the total hours worked is no more than 12 hours, the meal period may be waived by mutual consent of the associate & employer only if the first meal period was not waived. A waiver form must be completed for waived meal periods.

**Additional Meal Period Info:**

- ✓ The Company does not require any CA store associates to remain in the store during their meal period except in emergency situations for store leadership. Emergency situations are defined as any unanticipated call offs or changes to the schedule. Emergency situations do not include planned PTO, open positions, etc. In this case, leadership will need to remain in store for their meal period and will be paid for an "on duty" meal period. In emergency situations, if the leadership associate agrees to sign the waiver, they will need to be paid for the 30 minute meal period. If the leadership associate does not agree to sign the waiver, they will need to be paid for the 30 minute meal period and 1 additional hour of pay.
- ✓ An associate may waive an "Optional" meal period with written consent by the associate and another witness on a waiver form.
- ✓ Unless the associate is relieved of all duty during their meal period, the meal period shall be considered an "on duty" meal period and counted as time worked.

**Placement:** Scheduling Binder